them, if for their benefit. *Harman* v. *Davis*, 30 Gratt. 461. If prejudicial, it is not. *Dangerfield* v. *Smith*, 83 Va. 81. The fact that it is beneficial should appear from the record. *Morriss* v. *V. Ins. Co.*, 85 Va. 588. They may consent, by guardian *ad litem*, for the removal of a cause. *Lemmon* v. *Herbert*, 92 Va. 653. See on the subject generally, 1 Va. Law Reg. 472; 3 Id. 750; *Thompson* v. *Maxwell Land Grant Co.*, 168 U. S. 450.

NEGLIGENCE—ALLOWING HORSE TO STAND UNTIED.—From the fact that a quiet, gentle horse was left standing untied in the public street, free from the presence of anything which might frighten or disturb him, it appearing that the driver had been accustomed to use the horse in that way for many years without an accident, it is held, in *Belles* v. *Kellner* (N. J. Err. & App.) 57 L. R. A. 627, that no inference can arise that the act was negligent.

In *Bowen* v. *Flanagan*, 84 Va. 313, the driver had left his mule and cart standing in the street. The mule suddenly started off and collided with paintiff, and a verdict for him on these facts against the owner of the vehicle was not disturbed. No inquiry was made as to the disposition of the mule.

CONTRACTS — SALE OR FARM OF PUBLIC OFFICE. — A contract between a sheriff and his deputy, providing that the deputy as such shall collect all the taxes and do all the work of the sheriff's office in one district, and that he shall have all the fees and commissions allowed by law upon the work done by him, and in consideration thereof shall pay the sheriff $100 a year, is held in *White* v. *Cook* (W. Va.) 57 L. R. A. 417, to be in violation of the state statutes prohibiting the sale or farming of any office under the laws of the state.

Section 166 of the Virginia Code prescribes a penalty of perpetual disqualification *quoad* that office of both parties to a contract to sell or farm any office of honor, trust or profit under the Constitution of Virginia. This statute is probably unconstitutional, so far as the penalty of future disqualification for holding office is concerned. See 3 Va. Law Reg. 471.

BANKRUPTCY—FAILURE OF BANKRUPT TO TURN OVER ASSETS—CONTEMPT. A court of bankruptcy cannot sentence a bankrupt to imprisonment for debt, and what it cannot do directly, it cannot do by indirection under another name. In cannot, therefore, lawfully order a bankrupt to deliver to the trustee money or property which he has not in his possession or under his control, and imprison him if he does not comply with the order. No new or enlarged jurisdiction in the matter of contempt is conferred upon the court by the Bankruptcy Act, and no power to impose a punishment which might not be rightly and lawfully imposed, on a similar state of facts, by any other United States Court under section 725 of the Revised Statutes. The mode of proceeding in a court of bankruptcy in contempt proceedings should conform to the established practice in all other federal

courts, one feature of which is that there must always be citation before hearing, even where the alleged contempt was committed in the presence of the court. *Boyd* v. *Glucklich* (C. C. A. 8th Cir.), 116 Fed. 131. Citing, upon the point last mentioned, *Ex parte Robinson*, 19 Wall. 505.

FIXTURES—REQUISITES—LAUNDRY MACHINERY.—To transmute chattels into realty, it must appear, first, that the chattels were actually annexed to the real estate or to something appurtenant thereto; second, that they were applied to the use or purpose to which that part of the realty to which they were connected was appropriated; third, that they were annexed with the intention to make a *permanent* accession to the freehold, though it is not necessary to make the annexation *perpetual;* it is sufficient if they are attached with the intention that they shall remain there until they are worn out in business. *Atlantic S. D. & T. Co.* v. *Atlantic City Laundry* (Ct. Chan. N. J.), 53 Atl. 212. Citing *Feder* v. *Van Winkle*, 53 N. J. Eq. 370, 51 Am. St. Rep. 328.

Pursuant to the foregoing, certain laundry machinery—the engine being bolted to a stone foundation, an ironing machine connected above to the shafting and below with the boiler, an "annihilator," "tumblers" and washing machines—were adjudged to pass with a mortgage of the real estate.

Green v. *Phillips*, 26 Gratt. 759, and *Shelton* v. *Ficklin*, 32 Gratt. 727, propound the general principle of which the principal case presents pertinent illustrations.

See 1 Va. Law Register, 626.

EASEMENTS—IN GROSS OR APPURTENANT—CONVEYANCE.—A written conveyance, under seal, from the owner of land to S. & E., conveying a strip of land to the latter for the purpose of building a spur track from the main stem of a railroad to the stone quarry, the stone and the right to mine it having been previously purchased from another by S. & E., and reserving the right to re-enter when S. & E. "get through using said road in working quarry," conveyed an easement which is appurtenant to the dominant estate of S. & E., and which passed to their successors in title in the quarry, although the conveyance of the strip contained no words of assignability. *Stovall* v. *Coggins Granite Co.* (Ga.), 42 S. E. 723.

Per Simmons, C. J:

"An easement in gross is a mere personal right in the land of another, while an easement appurtenant is an incorporeal right which is attached to and belong to some greater or superior right. In determining whether a right granted is appurtenant or in gross, courts must consider the terms of the grant, the nature of the right and the surrounding circumstances, giving effect as far as possible to the legally ascertained intention of the parties, but favoring always the construction of the grant as an easement appurtenant rather than of a right in gross." Citing *Karmuller* v. *Krotz*, 18 Iowa, 352; *Lide* v. *Hadley*, 36 Ala. 627, 76 Am. Dec. 338; *Hall* v. *Turner*, 110 N. C. 292.